

THE CRESCENT CITY NEWS.

Crescent City

is one of the most beautiful locations in Florida. The town is in the southeastern part of the county, 5 miles from Palatka, and is reached by either steamer or railroad. Crescent City lies on high ground which rises gradually from the west bank of Crescent Lake, a beautiful sheet of clear water is miles in length and from three to five miles in width. The place is well laid out in lots and grove lots, the former constituting a portion of the town but six blocks in width lying between two lakes—Lake Crescent on the east and Lake Stella on the west. The level of Lake Stella is 45 feet higher than that of Lake Crescent, thus affording perfect drainage. The water of Lake Stella has its source in springs and is kept absolutely pure by the town authorities who have made it a misdemeanor to in any way contaminate it.

The Plant System Railway touches the west bank of Lake Stella two miles from the town and a little steamer carries passengers and freight to and from the town and Crescent City Junction, the railway station.

The trip by steamer from Palatka or Jacksonville is one of the most delightful water rides in the whole country, and the passenger who takes this trip to hold out from start to finish. At a point nine miles south of Palatka the steamer leaves the St. Johns and enters deep river, a rather narrow but beautiful stream lined on either side by a thick growth of cypress, ash and palmetto—a veritable forest of palms. The river's curves are sharp and frequent and there is never a long reach of water in sight. After nine miles of travel through this stream the steamer enters the broad and beautiful Lake Crescent. A run of an hour and a half lands the passenger at Crescent City. The steamer is a most comfortable and the boat leaves Jacksonville at 8 a. m., every Tuesday, Thursday and Saturday; Palatka at 3 p. m. the same days. Returning the boat leaves Crescent City on Monday, Wednesday and Friday at 7 a. m., arriving at Palatka at 10 a. m. and at Jacksonville at 12 p. m. No person ever took the steamer "Crescent" for Crescent City without experiencing new sensations of pleasure and a short run at the little city makes any man or woman a most loyal lover of the place.

In the town proper are some of the most beautiful homes to be found in the state; the people are cultured and prosperous. There is a good school, two churches—Episcopal and Presbyterian—and two good hotels, besides pleasant private places where board can be obtained. Hotel and boarding house prices are moderate. The people have provided a golf links for the entertainment of those who like this amusement.

Crescent City has more orange groves than any other town in the county. Orange culture is the leading occupation of the people and the quality of this fruit has long been regarded as superior to that grown in any other section of the state. Almost every citizen of the town has a well-kept grove, many of which occupy the grove lots of the incorporation, while others extend into the country lanes. The merchants of Crescent City are few men, and they show stocks of goods which would do credit to many of the larger cities of the state. Living is cheaper than almost any other town in the state.

The streets are lined with shade trees and the native live oaks, and broad sidewalks are laid on the principal streets. Bicycles parked in many directions.

Parties in Crescent City desiring to subscribe for this paper or wishing to renew their subscriptions thereto, may leave their names and money with Mr. E. D. Lounds at the postoffice, who is our authorized agent.

CRESCENT CITY TEMPERATURE FOR THE WEEK ENDING JUNE 15, 1902.—E. D. WILLIAMS, OBSERVER.

	6 A. M.	9 P. M.	24 Hrs.
June 7, Saturday	72	75	73
8, Sunday	80	85	82
9, Monday	85	91	88
10, Tuesday	79	90	84
11, Wednesday	80	90	85
12, Thursday	81	89	85
13, Friday	80	89	84

Personal and Social.

Mrs. S. B. Shaw was a passenger on Monday's boat for Palatka.

Lloyd Preston and Henry Hutchinson spent Monday in Palatka.

Postmaster Lounds spent Monday and Tuesday in Palatka on business.

Mrs. J. A. Phillips has gone to Hendersonville, N. C., to spend the summer.

Messrs. M. H. and K. M. White went to Palatka Monday on the launch Diavola.

Miss Mamie Simpson expects to enter a private seminary in Americus, Ga., this fall.

George Crotty, captain of the steamer Trojan, came up Saturday night to spend Sunday with his mother.

The Messrs. Florence and Grace Cash went to Jacksonville by the steamer Crescent on Monday for a short stay.

Maj. G. G. Westcott returned on Tuesday from a visit of several months with relatives and friends at Riley, Ala.

Mr. James McCormick departed for his home in Brooklyn, N. Y., last Monday. He expects to return early in October.

Miss Susie Walton, of Palatka, arrived on Saturday night's steamer and will be the guest for some time of Miss Jessie Burton.

Marshall Lastinger went to DeLeon Springs last week and returned Friday accompanied by his mother, who is upwards of 90 years of age, and who will be his guest for some time.

Mr. M. H. Read has been quite ill since his arrival at Buzzards Bay, Mass. He caught a severe cold and has been confined to his bed. Later reports show that he is now recovering.

The people of Seville gave a barbecue and picnic last week Thursday and there was a large attendance of people from all over that neighborhood. Bees and hogs were roasted and an old time neighborhood frolic indulged in on a full stomach.

Mr. and Mrs. W. C. Norton and the boys left on Monday for Hendersonville, N. C., at which place they expect to stay until October. Miss Helen expects to leave her school in Massachusetts on Friday, when she, too, will leave for Hendersonville.

The dry spell was broken on Friday, the 13th, when a good shower of rain fell. There were other showers on Saturday and clouds enough in sight to give promise of more. Now that the spell is broken it is thought that there will be an overplus of dampness from now on.

Mr. J. R. Hill writes from Canon City, Colo., that his daughter, Miss Maud, and himself have both been much improved in health since their arrival at that place. The water from the spring seems to be doing much for Miss Maud. Mr. Hill states that Canon City is in a great fruit producing section and that cherries, gooseberries and other small fruits are now ripe.

Miss Hester Gilbert and her niece expect to leave this week for the home in Canada. Miss Gilbert expects to return in the early fall and open up her newly purchased home. She is quite delighted with Crescent City and expects to make this her permanent winter home.

Mr. Ernest Prior, of Como, was in town over Sunday night. He took the Monday morning boat for Jacksonville, at which place he hopes to find employment in some business to his liking. The county can ill afford to lose young men of his standing, but they will go.

A large shipment of Maull & Miller's peach sizes went forward by the steamer Crescent last Monday morning, all of which had been sold to parties in the vicinity of Fort Valley, Ga. Mr. Maull was to leave later in the week for the purpose of delivering and setting up the machines.

Miss Jessie Burton entertained a large party of her young friends at a party in Chamberlin's hall last Monday night in honor of her guest, Miss Susie Walton, of Palatka. There was a large attendance of the younger Crescent City society and all had a good time playing games and in other social amusements. Ice cream and cake were served.

Arthur F. Lane writes from Annisquam, Mass., that he has sold his homestead place to a party in Pennsylvania, who, with his family, will move onto the same in the fall with the purpose of improving the property and making of it a permanent home. Mr. Lane's homestead is about one mile due west of his Huntington grove.

The peach crop is being rapidly shipped to market, and by the close of the week all of the earlier varieties will be gone. The fruit is much of it too small for shipment, and all "culls" are being given away to the people by growers. The McCormick & Hubbs grove bore about 7,000 crates, but not more than half that number will be considered large enough to place on the market. Other groves will lose in the same proportion—all owing to the long drought.

For Fourth of July.

The ladies composing the Guild of the Episcopal church have taken the matter of a Fourth of July celebration in hand, and an entertainment to be given by them in the evening of that day is all that is so far promised by way of public celebration in Crescent City. Outside the V. I. A. hall there will be a display of fireworks, after which those so disposed can walk into the hall and regale themselves on ice cream. There will also be an entertainment consisting of patriotic songs, and an "old fashioned spelling bee." Every one is invited to be present.

Working for New School.

Editor PALATKA NEWS: With your permission, I would like space in the columns of the News to state the work the Village Improvement Association wish to do for the school here. Realizing the need of a better school building and a more central location for the building, they set themselves to work to see what could be done to meet these needs. Correspondence was entered into with the members of the county Board of Public Instruction. It was found that there was no county building fund, and that the funds for the building must be raised. The V. I. A. at once decided to provide a site. They have bought the south half of block 28, corner of Summit st. and Florida ave. This they will give if money can be raised to erect a suitable building thereon. They have also assumed the work of soliciting funds for the building. The deed of this property is to be given to the County Board of Public Instruction—the title vested in the name of that board. It is hoped to raise funds sufficient to build a good building—costing from one thousand to fifteen hundred dollars. The association call upon all interested in the welfare and education of the children and in the enterprises and progress of Crescent City for help in this good work. I enclose you a list of those who have been called upon and subscribed and trust next week to trouble the annual. Thanking you for kindness in granting me space.

Yours cordially,

ADDIE R. TORREY.

Crescent City, June 14, 1902.

That Water Contract.

Editor PALATKA NEWS: I desire to offer some comments on the action of the town council at its last meeting in allowing the claim of Messrs. Miller & Cash for alleged service under the water contract.

It has been generally known ever since the new council was elected, that they intended to reverse the action of the retired council in declaring the water contract invalid, and to reinstate the same and pay all demands under it made by the water company.

On the 28th of March, 1901, the former council, on the advice of Hon. J. M. Barrs, city attorney of Jacksonville, by a resolution duly adopted, declared the contract invalid and notified the water company that no further payments would be made under it for that reason.

The contract was approved by the council was \$303.75 for alleged service for nine months by the water company since that date.

The contract is as follows: Agreement made and entered into on the 25th of July, 1899, between the town of Crescent City and the water company of the town of Crescent City of the second part.

The party of the first part agreed to furnish facilities for fire protection for the town for a period of ten years, and the party of the second part agreed to pay therefor the sum of \$400.00 annually for such service and to exempt the entire water works from taxation.

The proceedings for laying a basis for the framing of the contract

should have been conducted in compliance with the act approved June 2, 1893, which is as follows:

"Sec. 1. That the council of any city or town is hereby authorized and empowered to enter into an agreement with gas, electric light or water works companies for lighting the streets or constructing and operating water works in such city or town, provided such agreement shall be ratified by a majority vote of the freeholders of such city or town and voting at an election to be held for the purpose of ratifying said agreement. Provided further, that a copy of the agreement, together with a notice of such election, shall be published in a newspaper in such city or town for four consecutive weeks prior to said election.

"Sec. 2. That under the provisions of this act no city or town shall through the council or city commission, contract or agree to pay in any one year for any of the purposes enumerated in Section 1 of this act a sum of money exceeding four mills on the assessed valuation of the property of such city or town."

The contract was approved by a resolution of the council which it should have been regularly adopted by an ordinance which required the approval of the mayor. On that point, Attorney Barrs says: "The contract was submitted to the town council and was approved only by resolution and not by an ordinance. The contract, therefore, is not a valid one and could not be enforced through the courts, as a contract can only be made by a city or town in compliance with an ordinance duly adopted."

The contract is also invalid because the proceedings were not conducted in accordance with the act above quoted. It was not advertised for our weeks and was not ratified by a majority vote of the freeholders of the town.

A protest against the payment of the claim was presented to the council, signed by some of the largest taxpayers in the town, setting forth the reasons why such claim should not be allowed. The council obtained the legal opinion of the Hon. S. J. H. Barrs on the subject. We applied for a copy of that document or the privilege of inspecting it at the town clerk's office. The clerk offered ridiculous and inconsistent excuses for not producing the same, and finally refused to furnish a communication, which said, "I am instructed by members of the board to withhold the opinion for the present at least."

Here the council orders the clerk to violate the law in the performance of his duties. It orders him to suppress a document on file in the public office when the law requires the clerk to keep open for purposes of inspection by the public the documents and records in his care and custody as such official. It was an effort to conceal the fact that in allowing the claim the council had acted contrary to the advice of Barrs in that document. We were able to obtain the points of the opinion from another source, which it substance were that the contract was not legally entered into, and as the former council had notified the water company that no further payments would be made, there was no longer any liability on the part of the town under the contract; however, if they did misappropriate money out of the town treasury and pay the claim, the criminal offense of legal or illegal claim of the water company was going to be allowed, so it was declared, if the members of the council were not liable for a criminal prosecution. That it demoralized the finances of the town and opened a field to litigation did not in the least influence their action.

"Councilmen are required by their oaths, when installed in office, to perform the duties imposed upon them faithfully and to transact the business committed to their charge and to the law director. Here there has been a willful neglect of duty and an act committed in defiance of the law. They have knowingly misappropriated the public funds by paying a claim where there was no liability on the part of the town and against the advice of counsel, and by reason of such action they have exposed the council have made themselves and the recipients of the funds liable to an action at law for the recovery of the funds thus misappropriated.

There is another feature of the contract where the law has not been complied with. Section 2 of the act above quoted expressly prohibits the paying of a sum of money exceeding four mills on the assessed valuation of the property of the town in any one year. Even though all the provisions of the law under Section 1 were fully complied with and the contract was in other respects valid, the action above taken by the council is unauthorized and is to that extent unlawful.

The record shows that the appropriations have exceeded that sum every year since the contract was entered into. The assessed valuation of the property of the town for the year 1901 was \$78,800.00. The total amount authorized to be appropriated on that valuation is \$313.32. The annual payment under the contract is \$405.00. There has then been overpaid to the water company and contrary to the provision of Section 2, \$81.68, for the year 1901, and during the eight years since the contract was entered into there has been paid over and above what is authorized by the act, including interest, the sum of \$437.85.

It is said that there may be a moral obligation to fulfill the contract on the part of the town. A moral obligation implies that there was once a legal one—that the contract was validly entered into and in good faith by such parties as the law specifies shall take part in the proceedings of framing such a contract.

As has been stated the contract was not approved by the mayor nor ratified by the freeholders of the town and it must be remembered that the contract was not a valid one in the construction of the water works, for the same were constructed and in operation several months before the question of the making of a contract was considered by the council; and here it may be said that the freeholders of the town showed their disapproval of the contract in its present shape as is evidenced by a petition presented to the council by them at the time in which they say, "We are willing to submit to an additional tax of 2 1/2 mills for water for fire protection." On the assessed valuation of the town of \$78,800, the amount would be \$197.00. They were willing to submit to an annual tax of that amount, which is less than one-half of what was agreed to by the council, which was \$405.00.

They signified their unwillingness to expend \$405.00 out of \$78.80, the total annual tax of the town, for simply keeping water stored in a tank, which was already being done to supply private wants, to be in readiness for a possible fire among the less than twenty buildings connected to the limited district of Central avenue. With such a state of facts existing how can it be said that there was even a moral obligation to fulfill the contract on the part of the town.

In this connection it may be stated that the retired council was ever willing and ready to enter into a new contract—one framed in compliance with the requirements of law—but the water company or one member at least according to the report of a committee would entertain no proposition relative to a new contract but insisted on an enforcement of the old one.

L. A. HUBBERT.

WANTED.

All the 'Gator Hides

You can bring in. We pay the best possible price and give you fair, square measure.

BEESWAX.

Good quality will bring you all it is worth at our place.

NATIVE BEEF.

We have begun cutting Florida beef, and you can, as heretofore, get the best going of us.

We still handle a Full Line of Western Meats.

The C. H. Preston Co., Crescent City, Florida.

Lound's Drug Store, Crescent City.

Offers visitors and citizens a Complete line of

Toilet Articles And Druggist Sundries

At Moderate Prices. The large part of our stock is of recent arrival.

We have lately been appointed Agent for the American Bicycle Company, and if your mind is on wheels (not wheels in your head, mind you) come and let us show you what we can do for you.

EDUCATION BY MAIL

Chicago has three buildings 17 or more stories in height, seven of 10 stories, three of 15, six of 14 and seven of 13. This according to the count of an alderman.

The Lee mine of Leadville, Col., produced over \$125,000 in one day's work for the pocket. Another famous pocket was that of the Moose mine, Park county, Colorado, which gave up more than \$1,500,000. Cavity, pocket or cave, when opened on a mineral-bearing seam, may be always relied upon to yield a wealth of treasure according to the mineral.

HOT WEATHER WEAKNESS.

If you feel fagged out, listless and lacking in energy, you are perhaps suffering from the debilitating effects of summer weather. These symptoms indicate that a tonic is needed that will create a healthy appetite, make digestion perfect, regulate the bowels and impart natural activity to the liver. This, Herbine will do; it is a tonic, laxative and restorative. H. J. Freagard, prop. Grand View Hotel, Cheyenne, Wyo., writes: "I have used Herbine for the last 12 years, and nothing on earth can beat it. It was recommended to me by Dr. Newton, Newton, Kan." 50c at Ackerman & Stewart's, Palatka, and Lounds' drug store, Crescent City.

Up to 1890, 6,811 earthquakes are recorded in the world's history. The British Isles experienced 225 of this number.

The latest electric invention is the storm-prophet—a wireless telephone patented by an Italian. It records the approach of a gale or thunderstorm at 100 miles' distance.

The president of the Jersey City board of health has decided that the city hospital is so infected with disease germs that it should be burned, the sanitary conditions being so bad that it is impossible to remedy them.

The young shoots of the bamboo are covered with a number of very fine hairs that are seen, under the microscope, to be hollow and spiked like bayonets. These hairs are commonly called bamboo poison by the white men resident in Java, for the reason that murder is frequently committed through their agency, mixed in food.

NOTICE OF APPLICATION FOR TAX DEED UNDER SECTION 8 OF CHAPTER 4888, Laws of Florida.

Notice is hereby given that E. E. Haskell, purchaser of Tax Certificate No. 544, dated the 6th day of July, A. D. 1891, has filed said certificate in my office, and has made application for tax deed to issue in accordance with law. Said certificate embraces the following described property situated in Putnam county, Florida, to-wit:

As to S E 1/4 of S E 1/4, Section 13 Township 11, Range 24—40 acres.

The said land being assessed at the date of the issuance of such certificate in the name of Unknown. Unless said certificate shall be redeemed according to law, tax deed will issue thereon on the 25th day of June, A. D. 1902.

Witness my official signature and seal this 21st day of May, A. D. 1902.

(SEAL) JOSEPH PRICE, Clerk Circuit Court Putnam Co., Florida.

NOTICE OF APPLICATION FOR TAX DEED UNDER SECTION 8 OF CHAPTER 4888, Laws of Florida.

Notice is hereby given that W. S. Middleton, purchaser of Tax Certificate No. 978, dated the 3d day of July, A. D. 1899, has filed said certificate in my office, and has made application for tax deed to issue in accordance with law. Said certificate embraces the following described property situated in Putnam county, Florida, to-wit:

Pt S E 1/4 of N E 1/4, Bk N, Pg 11, section 16, township 12, range 27—6 acres.

The said land being assessed at the date of the issuance of such certificate in the name of G. G. Morrieon. Unless said certificate shall be redeemed according to law tax deed will issue thereon on the 25th day of June, A. D. 1902.

Witness my official signature and seal this 21st day of May, A. D. 1902.

(SEAL) JOSEPH PRICE, Clerk Circuit Court, Putnam Co., Florida.

Executor's Notice.

Notice is hereby given that six months after the date hereof we will present our final accounts and vouchers and ask to be discharged from the further administration of the estate of Sarah Bethel, late of the county of Putnam and State of Florida, deceased. April 24, 1902. W. A. LACROIX, Executor.

WHO PUT UP FRUIT Know about MASON'S FRUIT JARS.

But they don't all know we keep them. This is to let them know that they can get their supply at our store.

We have a good line of Mens Suits and Neckwear of the latest designs. Also a full line of DRESS PATTERNS in

Fabrics Suitable for Summer. You can always depend on getting FRESH Groceries of

J. W. MILLER, Crescent City, Florida.

NEW SPRING STOCK OF DRY - GOODS

JUST OPENED AT C. L. CHAMBERLIN'S.

We invite the ladies to examine our Stock before purchasing elsewhere. New Stock of Summer Hats just arrived for Men and Boys.

How about our Hamilton-Brown Shoes? They wear like iron. Every pair guaranteed. Remember we are headquarters for the famous Buckskin Brooches. They wear, fit and give entire satisfaction.

Our Groceries are Always Fresh, and Prices Lowest. C. L. CHAMBERLIN, Crescent City, Fla.

Holding Up Quality Holding Down Prices.

We have the finest lot of Mosquito Canopies and Mosquito Netting By the piece or yard that has ever been brought to Crescent City.

A new lot of those fine NAVY BLUE SUMMER COATS for Men.

Also a New Line of Sweet Orr Overalls and Pants. And then we have just received a good supply of Trunks & Telescopes.

We sell a good quality of goods and you will pay only reasonable prices for what you buy of us.

CONE, The Shoe Man, Crescent City, Fla.

ARE YOU DEAF? ANY HEAD NOISES?

ALL CASES OF DEAFNESS OR HARD HEARING ARE NOW CURABLE

by our new invention. Only those born deaf are incurable. HEAD NOISES CEASE IMMEDIATELY.

F. A. WERMAN, OF BALTIMORE, SAYS: Baltimore, Md., March 30, 1902. Gentlemen:—Being entirely cured of deafness, thanks to your treatment, I will now give you a full history of my case, to be used at your discretion.

About five years ago my right ear began to ring, and this kept on getting worse, until I lost my hearing in this ear entirely in the course of a few months. I underwent a treatment for catarrh, for three months, without any success, consulted a number of physicians, among others, the most eminent ear specialist of this city, who told me that only an operation could help me, and even that only temporarily, that the head noises would then cease, but the hearing in the affected ear would be lost forever.

I then saw your advertisement in a New York paper, and ordered your treatment. After I had used it only a few days according to your directions, the noises ceased, and today, after five weeks, my hearing in the affected ear has been entirely restored. I thank you heartily and beg to remain Very truly yours, F. A. WERMAN, 730 S. Broadway, Baltimore, Md.

Our treatment does not interfere with your usual occupation. Examination and advice free. YOU CAN CURE YOURSELF AT HOME at a nominal cost.

INTERNATIONAL AURAL CLINIC, 596 LA SALLE AVE., CHICAGO, ILL.

ASTONISHING OFFER!!

For many years we have sold our Whiskies and Gins to Wholesalers and our brands are preferred by them, as they are superior to all others. In view of the fact that we are now offering our Whiskies and Gins to the public at a very low price, we have decided to make a special offer to the public. We will sell our Whiskies and Gins to the public at a very low price, and we will also sell our Whiskies and Gins to the public at a very low price. We will sell our Whiskies and Gins to the public at a very low price, and we will also sell our Whiskies and Gins to the public at a very low price.

Headquarters for FINE - LIQUORS,

Such as the Famous Green River Rye, a Whiskey Without a headache, Golden Wedding, Jed Clayton, Lord Baltimore Rye, Paul Jones Private Stock, &c.

Go to West End Saloon, J. W. Hagan.

Southern Railway In connection with Florida East Coast and Plant System.

TO NEW YORK AND THE EAST				TO CINCINNATI, CHICAGO AND THE WEST.			
Train	Limit	Excess	Rate	Train	Limit	Excess	Rate
St. Augustine	11 10 a	8 30 a	8 10 p	St. Augustine	8 10 a	8 10 p	8 10 p
Jacksonville	12 30 p	8 30 a	7 55 p	Jacksonville	8 30 a	7 55 p	7 55 p
Savannah	4 30 p	12 30 p	12 30 p	Ar. Jacksonville	8 30 a	7 55 p	7 55 p
Richmond, Va.	6 30 a	8 30 a	8 30 a	Cincinnati	8 30 a	7 55 p	7 55 p
Washington	10 15 a	7 35 a	9 00 a	Chicago	8 30 a	7 55 p	7 55 p
Baltimore	11 3 a	8 30 a	11 35 p	Pittsburgh	8 30 a	7 55 p	7 55 p
Philadelphia	1 30 p	1 30 p	2 30 a	Cleveland	8 30 a	7 55 p	7 55 p
New York	4 15 p	1 30 p	2 30 a				

"The Southern's Pullman Limited" for East and the "Chicago Special" for Northwest solid through trains. Finest trains in operation. Free service on other trains. The Southern Railway has the best dining car service. Apply to any Ticket Agent for reservations. H. F. CARY, Florida Passenger Agt., 100 Bay Street, Jacksonville.

DR. H. C. WELCH JOHN VINCENT, D. G. B.

Will be at his office in CRESCENT CITY on Thursdays, Fridays and Saturdays of each week.

Office on Central Avenue.

HAIR CUTTING IN APPROVED STYLES. CHILDREN'S WORK A SPECIALTY. The shop has recently been equipped with a new and modern chair and other comforts. My razors are kept in condition; only clean towels are used and customers are guaranteed perfect satisfaction.